

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 21	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0139		3. Effective Date 2003DEC31		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGB DAWN VANHULLE (586)574-6935 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: VANHULLD@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CENTRAL PENNSYLVANIA 201 PENN ST. SUITE 201 READING, PA 19601-4054 SCD C PAS NONE ADP PT HQ0337			Code S3912A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) OMEGA PIEZO TECHNOLOGIES, INC. 470 UPPER GEORGES ROAD SPRING MILLS, PA. 16875-9120 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)			Item 12
Code 1XVC3		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
			KIND OF CONTRACT: Research and Development Contracts				
15G. Total Amount Of Contract						\$64,911.00	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	21
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	10				
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X	H	Special Contract Requirements	13		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE0703RL005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC31	

Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<div>SERVICES LINE ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>NOUN: PHASE I BASIC EFFORT</div> <div>Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C "Scope of Work" for Phase I.</div> <div>TOTAL FIRM FIXED PRICE AMOUNT: \$64,911.00</div> <div>(End of narrative B001)</div>				
0001AA	<div>SERVICES LINE ITEM</div> <div>NOUN: FY04 NEW PH I OMEGA PIEZO PRON: E142C089EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</div> <div>Supplies/Services described in the Contractor's <u>Phase I, Basic Period</u>, Progress Report, Data Item A001, submitted by the end of the second (2nd) month of effort, along with a DD Form 250 approved by the Contracting Officer's Representative (COR). (See Section B.1, "Payments.")</div> <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</div> <div><u>Deliveries or Performance</u> DLVR SCH </div>				

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>PRON: E142C089EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>Supplies/Services described in the Contractor's <u>Phase I, Basic Period</u>, Progress Report, Data Item A001, submitted by the end of the fourth (4th) month of effort, with a DD Form 250 approved by the Contracting Officer's Representative (COR). (See Section B.1, "Payments.")</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F.5.1</p> <p>\$ 20,000.00</p>				
	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: FY04 NEW PH I OMEGA PIEZO PRON: E142C089EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055</p> <p>Supplies/Services described in the Contractor's <u>Phase I, Basic Period</u>, Final Technical Report, Data Item A002 (see Paragraph B.1), submitted by the end of the sixth (6th) month of effort, with a DD Form 250 approved by the Contracting Officer's Representative (COR). (See Section B.1, "Payments.")</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F.5.1</p> <p>\$ 24,911.00</p>				\$ 24,911.00

Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Technical Data as set forth in Exhibit A, Contract Data Requirements List (DD1423)</div> <div>(End of narrative A001)</div>				
A001	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>NOUN: Contractor's Progress, Status & Management Reports</div> <div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 3</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 2 SEE EXHIBIT A</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00003) SEE NARRATIVE ON DD 1423</div>	2	EA	\$ ** NSP **	\$ ** NSP **
A002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>NOUN: Scientific and Technical Reports</div>	2	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>0012SEE EXHIBIT A</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00003) SEE NARRATIVE ON DD 1423</div>				

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.		

B.1 The payments under this contract are to be in accordance with the SUBCLINs described in Continuation Sheets of this Section B. The SUBCLINs (0001AA, 0001AB, 0001AC, 0003AA and 0003AB) are set up to pay the Contractor at the 2nd, 4th and 6th month, respectively, of the Phase I effort and at the 2nd month of the Phase I Option effort and the 4th month or completion of the Phase I Option effort (if the Phase I Option is exercised). The payment is contingent upon the Contractor providing the DD FORM 250 with the respective reports to the TACOM COTR and the TACOM COTR, accepting and approving the DD Form 250 for the designated report required for each SUBCLIN. The COTR will forward the approved DD Form 250 to the DFAS payment office, and provide signed copies to the Contractor and the TACOM Contracting office. This needs to be done in order for the Contractor to be paid.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK

C.1.1 PHASE I: The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to perform the effort described in the Contractor's Proposal No. A032-2585 (Compact 10kW TEG APU Using Exhausted Gas) pages 16-18, Section 3 (Phase I Technical Objectives) and pages 18-20 Section 4 (Phase I Work Plan), submitted under the Small Business Innovation Research (SBIR) Program, Topic Number A03-239.

C.1.2 PHASE I OPTION: The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to perform the effort described in the contractor's revised option proposal description, dated 22 Dec 03, to proposal A032-2585 (Compact 10kW TEG APU Using Exhausted Gas), which replaces the originally submitted paragraph titled "4.6 Option: 1 kW Prototype Construction and Test" in its entirety.

C.2 Deliverables:

C.2.1 The contractor shall submit progress reports on all work completed to date, on a bi-monthly basis for a total of two (2) reports in Phase I and a total of one (1) report in the Phase I Option, (if the Option is exercised), in accordance with CDRL Data Item A001 of EXHIBIT A. The contractor shall submit the two (2) Progress Reports in Phase I, one (1) at the end of the 2nd month of effort and the other at the end of the 4th month of effort. The contractor shall submit one (1) Progress Report at the end of the 2nd month of the Phase I Option. The contractor shall submit the Progress Reports to the Government, electronically, as described in Data Item A001.

C.2.2 The contractor shall prepare and submit to the Government one (1) Draft Final Report to the COTR at 5 months and 1 week after contract award of Phase I and submit the other Draft Technical Report at three (3) months and one (1) week after award of the Phase I Option effort. The COTR has 10 days to review and provide comments of the Drafts back to the contractor. The Contractor shall incorporate any suggested changes made by the COTR and submit the Final Technical Reports at the end of Phase I and one (1) Final Report at the end of the Phase I Option, (if the Option is exercised) each addressing all of the technical information resulting from the effort performed according to paragraph C.1, above. The contractor shall submit the Final Technical Reports, electronically, to the Government addressees in accordance with CDRL Data Item A002 of EXHIBIT A.

C.3 Meetings:

C.3.1 The contractor shall initiate and coordinate a Kick-Off meeting by telephone with the COTR within the first month after award of the contract.

C.3.2 The contractor shall initiate, coordinate with the Government COTR, and conduct a one (1) day Program Review meeting to be held at U.S. ARMY, TARDEC, in Warren, MI, before completion of the Phase I Basic effort. The location of the meeting, date of the meeting and time will be mutually agreed upon between the TACOM COTR and the Contractor.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E.1 The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all hardware, software, and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.			

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F.4 DELIVERY OF REPORTS

The Contractor shall submit all reports electronically in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL) (DD Form 1423).

F.5 PERIOD OF PERFORMANCE

F.5.1 Phase I, Basic Period. The Phase I basic period shall be six (6) months from the date of contract award. Within the six (6) month period, the Contractor shall deliver a "Contractor's Progress, Status and Management Report" by the end of the second (2nd) and fourth (4th) months, and a final "Scientific and Tehcnical Report" by the end of the sixth (6th) month. The Contracting Officer's Representative's (COR's) acceptance of the final technical report (Data Item A002) will constitute completion of the Phase I basic period.

F.5.2 Phase I, Option Period. If the Government exercises the option (Section H.15) before the end of the six (6) month Phase I basic period, the option period shall start at the end of the Phase I basic period, and run for four (4) additional months. If the Government exercises the option (Section H.15) after the end of the six (6) month Phase I basic period, the option period shall run four (4) months from the option exercise date. Within the four (4) month option period, the Contractor shall deliver a "Contractor's Progress, Status and Management Report" by the end of the second (2nd) month, and a final "Scientific and Technical Report" by the end of the fourth (4th) month. The COR's acceptance of the final technical report (Data Item A002) will constitute completion of the Phase I option period.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION		JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	E142C089EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C089	W56HZV \$	20,000.00
	665502M4055							
0001AB	E142C089EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C089	W56HZV \$	20,000.00
	665502M4055							
0001AC	E142C089EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C089	W56HZV \$	24,911.00
	665502M4055							
							TOTAL \$	64,911.00
SERVICE						ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION		STATION		AMOUNT	
Army	AA		21		42040000046N6N7EP665502255Y S20113		W56HZV \$	64,911.00
							TOTAL \$	64,911.00

Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM) COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: James Capouellez
e-mail: capouelj@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Jeffrey Lovell
e-mail: Jeffrey.lovell@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

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http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

G.5 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS

G.5.1 The Contractor shall bill to the alpha numeric Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.5.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which alpha-numeric SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.5.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 0001AA, and 0001AB. If JON: 32C334 is associated with 0001AA and JON: 42C205, associated with 0001AB, SLIN 0001AA is FY 2003 funding and shall be invoiced prior to invoicing against SLIN 0001AB, which is FY 2004 funding.)

G.6 DFAS: SPECIAL PAYMENT INSTRUCTIONS

Defense Finance Accounting Service (DFAS) will make payments as billed by the Contractor.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.246-7001	WARRANTY DATA - ALTERNATE II	DEC/1991

H-11 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

<http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.15 EXERCISE OF PHASE I OPTION

The Government reserves the right to unilaterally exercise the proposed Option, at \$44,987 by contract modification. The Contracting Officer may exercise this Option by contract modification, issued at any time between award and nine (9) months thereafter.

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.		

*** END OF NARRATIVE H 001 ***

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-29	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-33	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	FEB/2002
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-41	52.233-1	DISPUTES	JUL/2002
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-45	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-46	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999

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	PIIN/SIIN W56HZV-04-C-0139	MOD/AMD	
Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.			

	Regulatory Cite	Title	Date
I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-54	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-58	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-59	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-60	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-61	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-62	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-63	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-64	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-65	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-66	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-67	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-68	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.		

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-69 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

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(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-70 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--
 - (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties
 - (1) In all subcontracts hereunder, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that-
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

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Name of Offeror or Contractor: OMEGA PIEZO TECHNOLOGIES, INC.			

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREMENTS LIST (DD 1423)	25-NOV-2003	007	

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188 Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.:
B. EXHIBIT: A
C. CATEGORY:
1. DATA ITEM NO.: A001
2. TITLE OF DATA ITEM: Contractor's Progress, Status, and Management Report
3. SUBTITLE: Phase I Progress Reports
4. AUTHORITY: DI-MGMT-80227
5. CONTRACT REFERENCE: Section C (insert paragraph number)
6. REQUIRING OFFICE: AMSTA-TR-D
7. DD250 REQ: DD
8. APP CODE:
14. DISTRIBUTION
A. ADDRESSEES
B. COPIES: DRAFT FINAL
James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@TACOM.Army.mil 1
Dawn VanHulle, Contract Specialist, E-Mail: vanhulld@tacom.army.mil 1
Jeffrey Lovell, Administrative Contracting Officer (ACO), E-mail: jeffery.lovell@dcma.mil 1
D. SYSTEM/ITEM.....:
E. CONTRACT/PR NO.: W56HZV-04-C-0139
F. CONTRACTOR: Omega Piezo Technologies
9. DIST. STATEMENT REQUIRED.:
10. FREQUENCY: See Bck 16
11. AS OF DATE: See Blk 16
12. DATE OF FIRST SUB.: See Blk 16
13. DATE OF SUBS. SUB.: See Blk 16
15. TOTAL: 1 *

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to capouelj@tacom.army.mil, vanhulld@tacom.army.mil and jeffery.Lovell@dcma.mil.

16. REMARKS:

a. Basic Period: The Contractor shall deliver two (2) progress reports in the Phase I, Basic Period: the first report by two (2) months after the contract award date, and the second report by four (4) months after the contract award date.

b. Option Period: The Contractor shall deliver one (1) progress report within the option performance period. If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report sixty (60) days from the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) progress report within sixty (60) days after the option exercise date.

c. These instructions apply to both Basic Period and Option Period Progress Reports: Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report. (Note Tailoring: Insert Tailoring instructions, if any)

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 3 INCH DISK OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD-ROM.

* Registered Trademark

18. ESTIMATED TOTAL PRICE :

17. PRICE GROUP:

1. DATA ITEM NO: A002

2. TITLE OF DATA ITEM: Scientific and Technical Reports

3. SUBTITLE: Phase I Draft and Final Technical Reports

4. AUTHORITY: DI-MISC-80711A

5. CONTRACT REFERENCE: Section C (insert para. no.)

9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB: See Blk 16

6. REQUIRING OFFICE: AMSTA-TR-D

10. FREQUENCY : See Block 16

13. DATE OF SUBS. SUB.: See

Blk 16

7. DD250 REQ: DD

11. AS OF DATE: See Block 16

8. APP CODE:

B. COPIES:

DRAFT

FINAL

14. DISTRIBUTION

A. ADDRESSEES

James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@TACOM.Army.mil

1

Dawn VanHulle, Contract Specialist, E-mail: vanhulld@tacom.army.mil

1

Jeffrey Lovell, Administrative Contracting Officer (ACO), E-mail: jeffery.lovell@dcma.mil

1

15. TOTAL:

1 *

* In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to sent to capouelj@tacom.army.mil, vanhulld@tacom.army.mil, and jeffery.lovell@dcma.mil.

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft "Scientific and Technical Report," five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days after receipt of draft comments.

b. Option Period: If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the option exercise date. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days of receipt of draft comments.

Note: The Phase I, Option Period "Scientific and Technical Report" can be an addendum to the Phase I, Basic Period "Scientific and Technical Report," but it must discuss the work accomplished during the Phase I, Option Period, and explain how the Option Period effort ties into the Basic Period work and the planned Phase II effort.

c. These instructions apply to both Basic Period and Option Period Technical Reports: Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports."

The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report. (Note Tailoring: Insert tailoring instructions, if any)

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic (insert topic number)." The abstract must identify the purpose

of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 inch disk or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must

annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 3 INCH DISK or CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO: A003
2. TITLE OF DATA ITEM: 100 Watt Prototype
3. SUBTITLE: Develop and test a 100 watt thermoelectric generator. This prototype should serve as a baseline for calculating weight, size, and power estimates for the 10 kilowatt thermoelectric generator.
4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: Section C (insert para. no.) 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB: See Blk 16
6. REQUIRING OFFICE: AMSTA-TR-D 10. FREQUENCY: See Once 13. DATE OF SUBS. SUB.: See Blk 16
7. DD250 REQ: DD 11. AS OF DATE: See Prior to the conclusion of the phase I
8. APP CODE:

B. COPIES:
FINAL

DRAFT

14. DISTRIBUTION A. ADDRESSEES

James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@TACOM.Army.mil 1
Dawn VanHulle, Contract Specialist, E-mail: vanhulld@tacom.army.mil 1
Jeffrey Lovell, Administrative Contracting Officer (ACO), E-mail: jeffrey.lovell@dcma.mil 1

15. TOTAL: 1*

In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to capouelj@tacom.army.mil, vanhulld@tacom.army.mil, and jeffrey.lovell@dcma.mil

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft "Scientific and Technical Report," five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days after receipt of draft comments.

b. Option Period: If the Government exercises the option before the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the end of the Phase I Basic Period. If the Government exercises the option after the end of the Phase I Basic Period, the Contractor shall deliver one (1) draft "Scientific and Technical Report" (with a completed SF 298) within three (3) months and one (1) week after the option exercise date. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within fourteen (14) days of receipt of draft comments.

Note: The Phase I, Option Period "Scientific and Technical Report" can be an addendum to the Phase I, Basic Period "Scientific and Technical Report," but it must discuss the work accomplished during the Phase I, Option Period, and explain how the Option Period effort ties into the Basic Period work and the planned Phase II effort.

c. These instructions apply to both Basic Period and Option Period Technical Reports: Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports."
The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet

address below, for instructions on completing the required report. (Note Tailoring: Insert tailoring instructions, if any)

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic (insert topic number) ." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 3 inch disk or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 3 INCH DISK or CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

* Registered Trademark

18. ESTIMATED TOTAL PRICE:

17. PRICE GROUP:

1. DATA ITEM NO.: A004
2. TITLE OF DATA ITEM: 1000 Watt Prototype
3. SUBTITLE: Develop and test a 100 watt thermoelectric generator. This prototype should serve as a baseline for calculating weight, size, and power estimates for the 10 kilowatt thermoelectric generator.
4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: Section C (insert para. no.) 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB: See Block 16
6. REQUIRING OFFICE: AMSTA-TR-D 10. FREQUENCY: Once 13. DATE OF SUBS. SUB.: See Block 16
7. DD250 REQ: DD 11. AS OF DATE: Prior to the conclusion of the phase I option
8. APP CODE: B. COPIES: DRAFT
INAL
14. DISTRIBUTION A. ADDRESSEES

James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@TACOM.Army.mil 1
Dawn VanHulle, Contract Specialist, E-mail: vanhulld@tacom.army.mil 1
Jeffrey Lovell, Administrative Contracting Officer (ACO), jeffrey.lovell@dcma.mil 1

15. TOTAL: 1*

* In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to capouelj@tacom.army.mil, vanhulld@tacom.army.mil, and jeffrey.lovell@dcma.mil

16. REMARKS:

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(2) 3 INCH DISK or CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name and address, and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM.

* Registered Trademark

18. ESTIMATED TOTAL PRICE: